

1 BILL NO. S-86-10-53

2 SPECIAL ORDINANCE NO. S-

3 AN ORDINANCE approving Contract
4 for Res. 903-1986 - "Preliminary",
5 East Cook Road Sanitary Sewer Ex-
6 tension - A. F. Smith Subdivision,
7 between Land Excavating, Inc.,
8 and the City of Fort Wayne, Indiana,
9 in connection with the Board of
10 Public Works and Safety.

11 NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL
12 OF THE CITY OF FORT WAYNE, INDIANA:

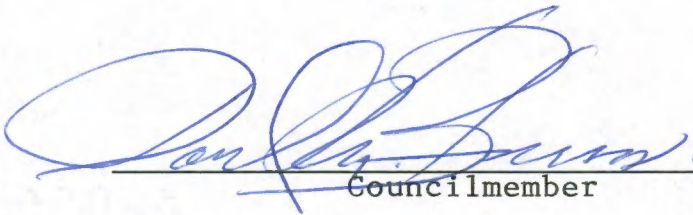
13 SECTION 1. That the Contract for Res. 903-1986 - "Pre-
14 liminary", East Cook Road Sanitary Sewer Extension - A. F. Smith
15 Subdivision, by and between Land Excavating, Inc., and the City
16 of Fort Wayne, Indiana, in connection with the Board of Public
17 Works and Safety, for:

18 sanitary sewer works for the follow-
19 ing described area: Bounded on
20 the North by the South right-of-way
21 line of E. Cook Rd.; on the East
22 by the East line of Lot "D" A.
23 F. Smith's Subdivision; on the
24 South by a line 200+ LF South of
25 and parallel to the South right-
of-way line of Cook Road; on the
West by the East line of Springwood
Addition. Main Line - Beginning
at a proposed sanitary sewer manhole
30+ LF East and 10+ LF South of
the intersection of the East line
of lot "D" A. F. Smith's Subdivision
and the South right-of-way line
of Cook Road; thence West parallel
with Cook Road 817+ LF to a sani-
tary sewer manhole. Said sewers
shall be 8" in diameter;

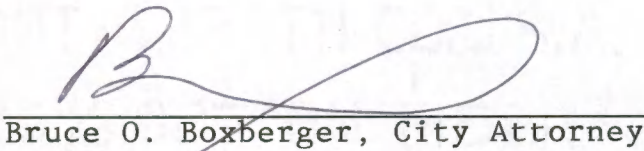
26 the Contract price is Twenty-One Thousand Two Hundred Thirty-Four
27 and 40/100 Dollars (\$21,234.40), all as more particularly set
28 forth in said Contract, which is on file in the Office of the
29 Board of Public Works and Safety and, is by reference incorporated
30 herein, made a part hereof, and is hereby in all things ratified,
31 confirmed and approved. Two (2) copies of said Contract are
32 on file with the Office of the City Clerk and made available
for public inspection, according to law.

1 Page Two

2 SECTION 2. That this Ordinance shall be in full force
3 and effect from and after its passage and any and all necessary
4 approval by the Mayor.

5 
6 _____
7 Councilmember

8 APPROVED AS TO FORM
9 AND LEGALITY

10 
11 _____
12 Bruce O. Boxberger, City Attorney

Read the first time in full and on motion by Burns, seconded by Eisbart, and duly adopted, read the second time by title and referred to the Committee City of Fort Wayne (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne Indiana, on _____, the _____ day of _____, 19____, at _____ o'clock _____ M., E.S.

DATE: 10-28-86 Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Burns, seconded by Eisbart, and duly adopted, placed on its passage. PASSED ~~(LOST)~~ by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>TO-WIT:</u>
<u>TOTAL VOTES</u>	<u>7</u>	_____	_____	_____	_____
<u>BRADBURY</u>	<u>✓</u>	_____	_____	_____	_____
<u>BURNS</u>	<u>✓</u>	_____	_____	_____	_____
<u>EISBART</u>	<u>✓</u>	_____	_____	_____	_____
<u>GIAQUINTA</u>	<u>✓</u>	_____	_____	_____	_____
<u>HENRY</u>	<u>✓</u>	_____	_____	_____	_____
<u>REDD</u>	<u>✓</u>	_____	_____	_____	_____
<u>SCHMIDT</u>	<u>✓</u>	_____	_____	_____	_____
<u>STIER</u>	<u>✓</u>	_____	_____	_____	_____
<u>TALARICO</u>	<u>✓</u>	_____	_____	_____	_____

DATE: 11-10-86 Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as ~~(ANNEXATION)~~ (APPROPRIATION) (GENERAL) (SPECIAL) (ZONING MAP) ORDINANCE (RESOLUTION) NO. S-194-86 on the 10th day of November, 1986,

ATTEST: (SEAL)
Sandra E. Kennedy Samuel J. Talarico
SANDRA E. KENNEDY, CITY CLERK PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 12th day of November, 1986, at the hour of 9:00 o'clock 7:00 M., E.S.T.,
Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 12th day of November, 1986, at the hour of 9:30 o'clock 7 M., E.S.T.
Win Moses, Jr.
WIN MOSES, JR., MAYOR

**BOARD OF PUBLIC WORKS and SAFETY
INVITATION FOR BIDS/AWARD OF CONTRACT*
(Non-Federally Assisted Construction)**

PROJECT: East Cook Road Sanitary Sewer Extension **Contract No.** 903 -1986

CONTENTS**Resolution No.** 903-1986

Check if Contained	Pages	
X	1	Cover Sheet
X	A/1 - A/2	Advertisement for Bids
X	I/1 - I/	Instructions to Bidders
X	S/1 -S/2	Schedule
	SI/1	Schedule of Items
	S/	Notes 1 and 2
X	NCA/1	Non-Collusion Affidavit
X	BB/1	Bidder's Bond
X	FS/1	Certificate in Lieu of Financial State- ment Form 96A
X	PB/1-PB/2	Specimen Form-Payment Bond
X	PGB/1-3	Specimen Form-Perfor. & Guaranty Bond
X	GP/1-GP/7	General Provisions
X	WS/1	Prevailing Wage Rates-State of Indiana
X	SP/1-SP/	Special Project Specifications
X	AP/1	Apartheid Policy

ATTACHMENTS

X		Project Plans Drawing # SY-11160		
		General Specifications and Conditions		
		Detail Standard Construction Standards		
		WPCE Department, City of Fort Wayne		
X	EA/1-EA/4	Escrow Agreement		
X	RW/1	Right-of-Way Cut Permit		
X	NP/1	Notice to Proceed		
X	CO/1/CO-2	Change Order - Specimen Form		
X	NA/1	Notice of Award		
DISCOUNT for PROMPT PAYMENT (See Gen. Prov)	10 CALENDAR DAYS _____ %	20 CALENDAR DAYS _____ %	30 CALENDAR DAYS _____ %	OTHER _____ %

ACKNOWLEDGEMENT of AMENDMENTS	Amendment No. 1	Date	Amendment No. 2	Date

BID SUBMITTEDLand Excavating, Inc.**Contractor**

By: Jack Brown
Its President

Offer
Date October 1, 1986

Bidder agrees to keep bid open for accep-
tance for _____ (90 days unless
otherwise specified)

Compliance J. Adams
O.C.2/85

ACCEPTANCE OF BID/AWARD OF CONTRACT**CITY OF FORT WAYNE****Board of Public Works & Safety**

James H. Haley
John R. K...

CITY OF FORT WAYNE**Win Moses, Jr., Mayor****AWARD****Date**10-8-86

SCHEDULE
Board of Public Works & Safety

The contractors agrees to furnish at his/her/its own cost all labor, insurance, materials, equipment and power for the complete performance of the following project:

"East Cook Road Sanitary Sewer Extension - A.F. Smith's Subdivision"

All work will be performed in accordance with: Resolution No. 902-1986, instructions to bidders, bond forms, the IFB, this contract and the applicable plans, specifications, and drawings for a TOTAL PRICE OF \$ 21,234.40 (If unit prices are applicable, the contractor agrees to perform for those unit prices as set forth in the Schedule of Unit Prices attached hereto).

The work shall be commenced within ten (10) days after the Board issues written notice to proceed. All work shall be completed within 60 days after issuance of the notice to proceed. Those days which the contractor cannot work because of severely inclement weather shall not be counted.

☐ Liquidated Damages Provision. (This clause shall be applicable to this contract only if the box contains a checkmark or an "X".) It is hereby agreed by and between the City of Fort Wayne and Contractor that time is of the essence of this agreement and the contractor agrees that it will complete the project as herein defined on or before _____ days after issuance of the notice to proceed. The parties agree that it is a business and governmental necessity that the project be completed by this date, that it will be difficult or impossible to make an accurate determination of the damages that would be incurred by the City of Fort Wayne, and therefore, provide for liquidated damages in the sum of \$ _____ price per day for each and every day after _____ days after issuance of the notice to proceed that the project remains uncompleted. The parties agree that the sum of \$ _____ per day is a reasonable estimate as to the damages which would be incurred by the City of Fort Wayne. The parties further agree that causes beyond the control of the contractor may delay the completion date. Therefore, the parties agree that delays in the completion date beyond the control of the contractor shall not result in liquidated damages.

Delays beyond the control of the contractor can include but are not necessarily limited to, the following: Acts of God, strikes, lockouts, or industrial disturbances, acts of public enemies, restraining orders of any kind by the governments, agencies or officials or any civil or military authority, insurrections, riots, landslides, earthquakes, fires, incapacitating storms, floods and explosions.

In submitting this bid, it is understood that the right is reserved by the Owner to reject any and all bids and to waive any defect in any bid.

O.C. 2/85
B.O.W. Non-Fed.

IN WITNESS WHEREOF, the bidder(s) (a firm) by its Owner(s) named below, hereunto set their hand(s) and seal(s) this ____ day of _____, 1986.

Firm Name: _____

By: _____

Title: _____

IN TESTIMONY WHEREOF, the bidder(s) (a corporation) has caused this proposal to be signed by its president and secretary and affixed its corporate seal this 1st day of _____ October, 1986.

President: Jack Braun

Secretary: Steve Elmze

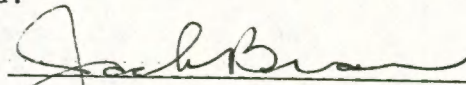
ATTEST:

Jeff Braun

NON-COLLUSION AFFIDAVIT

The Bidder, by its Officers and _____ any _____

agents or representatives present at the time of filing this bid, being duly sworn on their oaths, say that neither they nor any of them have in any way, directly or indirectly, entered into any arrangement or agreement with any other bidder, or with any public officer of such City of Fort Wayne, Indiana, whereby such affiant or affiants or either of them, has paid or is to pay to such other bidder or public officer any sum of money, or has given or is to give such bidder or public officer anything of value whatever or such affiant or affiants or either of them has not directly or indirectly, entered into any arrangement or agreement with any other bidder or bidders, which tends to or does lessen or destroy free competition in the letting of the contract sought for by the attached bids, that no inducement of any form or character other than that which appears upon the face of the bid will be suggested, offered, paid or delivered to any person whomsoever to influence the acceptance of the said bid or awarding of the contract, nor has this bidder any agreement or understanding of any kind whatsoever, with any person whomsoever to pay, deliver to, or share with any other person in any way or manner, any of the proceeds of the contract sought by this bid.




Jack Braun, President

Land Excavating, Inc.

Subscribed and sworn to before me by Jack Braun
this 1 day of October 1986.

My Commission Expires:

4-28-90


Notary Public
Resident of Noble County

Subscribed and sworn to before me by _____
this _____ day of _____, 198____.

My Commission Expires:

Notary Public
Resident of _____ County

Subscribed and sworn to before me by _____
this _____ day of _____, 198____.

My Commission Expires:

Notary Public
Resident of _____ County

CERTIFICATE IN LIEU OF FINANCIAL STATEMENT

I, JaCK Braun, the President
Position, of Land Excavating, Inc.
Company

hereby certify:

1. That the Financial Statement of said company, dated the 31 day of March 198 6, now on file in the office of the Board of Public Works & Safety is by reference incorporated herein and made a part hereof, is a true and correct statement and accurately reflects the financial condition of said company as of the date hereof:
2. That I am familiar with the books of said Company showing its (financial) condition and am authorized to make this certificate on its behalf.

Dated: 10-1-86

JaCK Braun
Signature
President
Title

Subscribed and sworn to before me, a Notary Public, in and for said County and State this 1st day of October, 198 6.

JaCK Braun
Notary Public
Resident of Noble County

My Commission Expires:

April 28, 1990

CERTIFICATION OF BIDDER/VENDOR

The undersigned, on behalf of Land Excavating, Inc.
_____, does hereby make the following representations
to the City of Fort Wayne, Indiana.

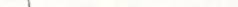
WHEREAS, it is acknowledged that the Common Council of the City of Fort Wayne, Indiana, has passed an ordinance condemning the apartheid policies of the country of South Africa;

WHEREAS, Council's ordinance requires that all persons, firms or corporations submitting bids to the City, for goods and services, certify, as part of the bid, that such entity does not support the policies of apartheid in South Africa.

The undersigned states, on behalf of _____ Land, Inc.
_____, that _____ Land, Inc.
does not support or endorse the policy of apartheid in South Africa.

IN WITNESS WHEREOF, this Certification has been signed
this 1st day of October, 1986.

Land Excavating, Inc.
(Name of Bidder/Vendor)


(Name and Title of Person Signing)
Jack Braun, President

Minority Business Enterprise (MBE) is a business of which at least 51% is owned and controlled by minority group members. ("Minority" means Black, Hispanic, American Indian, Asian, Pacific Islander, and Alaskan Native). The minority owners must exercise actual day-to-day management, as well as actively participate in management and policy decisions affecting the business. The contribution of capital, equipment or expertise made by the minority owners must be real, substantiated and documented.

Women Business Enterprise (WBE) is a business of which at least 51% is owned and controlled by women. The women owners must exercise actual day-to-day management, as well as actively participate in management and policy decisions affecting the business. The contribution of capital, equipment or expertise made by the women owners must be real, substantiated and documented.

The contract for which this proposal/bid is prepared is governed by the MBE/WBE Ordinance. This form must be completed in order to be responsive to this IFB/RFP. If the participation goal of 7% for MBE and 2% for WBE are not met or exceeded in your bid or proposal, the reasons for this failure and reasonableness and good faith of efforts to meet this goal shall be evaluated in determining whether the bidder/offeree is responsible.

A list of possible MBE/WBE contractors/suppliers are on file in the Compliance Office, Room 800, City-County Building, for Contractor review.

THE FOLLOWING IS THE UNDERSIGNED'S COMMITMENT TO THE MBE/WBE GOALS OF THE CITY FOR WORK DONE PURSUANT TO THIS CONTRACT:

- A. _____ The undersigned firm certifies that it is an MBE/WBE Contractor (cross out inapplicable provision).

For MBE specify percentage of minority ownership _____%.

For WBE specify percentage of women ownership _____%.

- B. _____ The undersigned certifies that they are a joint venture in which the following (MBE/WBE) firm _____ (cross out inapplicable provision) is a joint venture partner.

The MBE/WBE firm (cross out inapplicable provision) shall have _____% participation (employees) _____% participation (costs) in this project.

Specify the percentage of minority/women ownership in the MBE/WBE firm _____. (cross out inapplicable provision)

- C. The undersigned commits 7 % of the total bid price as a subcontract to minority business enterprise participation. The MBE firms which are proposed as subcontractors are the following:

<u>Name of Firm</u>	<u>Address</u>	<u>Type of Work</u>
---------------------	----------------	---------------------

- | | | |
|-----------------------------|------------------------------|--|
| 1. Copeland & Sons Trucking | P.O. Box 6532; Ft. Wayne, IN | |
| 2. | | |
| 3. | | |

- D. The undersigned commits 2 % of the total bid price as a subcontract to women business enterprise participation. The WBE firms which are proposed as subcontractors are the following:

<u>Name of Firm</u>	<u>Address</u>	<u>Type of Work</u>
---------------------	----------------	---------------------

- | | | |
|---|--------------------------|-------|
| 1. Soils Engineering & Excavating, Inc. | | |
| 2. | P.O. Box 161; LaOtto, IN | 46763 |
| 3. | | |

- E. Complete (1) and (2) below if participation goals of 7% MBE and 2% WBE have not been met.

1. My Company cannot meet the participation goals for the following reasons: _____

2. We have taken the following steps in an attempt to comply with these participation goals: _____

(attach additional sheets as necessary)

Contractor Land Excavating, Inc.

Contractor _____

By [Signature]

By _____

Its President

Its _____

14. Minority/Female Hourly Employment Requirements.

The City's policy is to encourage a greater utilization of minority and/or female employees in City construction projects. The Board has, therefore, adopted a minimum goal of 17% of the total work hours on each project to be expended by minority and/or female employees. ("Minority" shall include: Blacks, Hispanic, Asian, Pacific Islander, American Indian or Alaskan Native.)

The bidder shall state in "A" below the percentage of total work hours which the bidder and his subcontractors will employ and utilize women and minority employees on this project. If a contract is awarded as a result of this bid, the percentage figure set forth in "A" shall become contractually binding on the bidder. The successful bidder will also be required to prepare reports for the City demonstrating compliance with this percentage and will allow city officials access to his records, facilities and work site and to those of his subcontractors to determine compliance.

The bidder must fill in the required blanks in this clause in order to be responsive to this IFB. If the bidder does not meet or exceed the hourly utilization goal of 17% minority/female participation, the reasons for this failure and reasonableness and good faith of efforts to meet this goal shall be evaluated to determine whether the bidder is responsible.

THE FOLLOWING IS THE UNDERSIGNED'S COMMITMENT TO MINORITY/FEMALE HOURLY UTILIZATION.

A. The undersigned firm certifies that it will employ and utilize minorities and females and/or will ensure that its subcontractors employ and utilize minorities and females so that minorities and females will work at least 17% of the total hours worked on this project.

B. Complete (1) and (2) below if the hourly utilization figure set forth in "A" is less than 17%.

1. My Company and its subcontractors cannot meet the 17% minimum hourly utilization figure for the following reasons: _____

_____.

2. My Company has taken the following steps in an attempt to comply with the 17 1/2 hourly utilization figure:

Land, Inc. has been able to meet this goal
in the past; and will continue to strive to do so.

(attach additional sheets if necessary)

Contractor Land Excavating, Inc.

By 

Its President

15. Required Prevailing Wage Schedule Payments - Pursuant to Indiana Code 5-16-7-1. All contractors and subcontractors working on the project awarded pursuant to this contract shall pay the prevailing wage rates for skilled, semi-skilled and unskilled laborers, workmen and mechanics. This wage determination has been made in accordance with the procedures set forth in Indiana Code 5-16-7-1. This determination and the required wage rates are available for examination by any prospective bidder at The Board of Public Works and Safety, 9th Floor, City-County Building, Fort Wayne, Indiana.

If a bidder is awarded a contract as a result of this Invitation for Bids, he/she/it shall file a schedule of wages, on forms provided by the City of Fort Wayne, demonstrating compliance with the wage rate determination. The successful prime contractor shall be responsible for obtaining schedules from all subcontractors. All schedules shall be filed before the contractor commences any work on the project.

Penalties for failure to pay the prevailing wage rate are set forth in Indiana Code 5-16-7-3.

16. Site Orientation. A site orientation (~~will~~/will not) be conducted by the City Engineers. If such an orientation is conducted, it will be held on the ___ day of ___, 19___, commencing at ___ o'clock __.M. at the site of the project.

Regardless of whether a site orientation is conducted or not, bidders are required to visit the site of the work, and inform themselves fully of the conditions, under which the work will be performed. The bidders shall be responsible for all conditions that affect the work, including, but not limited to all sub-surface conditions.



STATE RD. 205
P.O. BOX 192
LA OTTO, IN 46763

FORT WAYNE
(219) 637-3049
LA OTTO
(219) 897-2796

October 1, 1986

Construction Schedule

The project will be substantially completed within forty-five days of Notice to Proceed.

The restoration portion of the project, because of the winter weather conditions, cannot feasibly be completed until Spring of 1987.

Jack Braun
President

Bond No. _____

BID BOND

APPROVED BY THE AMERICAN INSTITUTE OF ARCHITECTS
A.I.A. DOCUMENT NO. A-310 (FEB. 1970 ED.)

KNOW ALL MEN BY THESE PRESENTS, that we **LAND EXCAVATING, INC.**
P. O. Box 192
LaOtto, Indiana 46763

as Principal, hereinafter called the Principal, and the **RELIANCE INSURANCE COMPANY** of Philadelphia, Pennsylvania, a corporation duly organized under the laws of the State of Pennsylvania, as Surety, hereinafter called the Surety, are held and firmly bound unto **BOARD OF PUBLIC WORKS & SAFETY, City of Fort Wayne, City-County Building, Fort Wayne, Indiana**

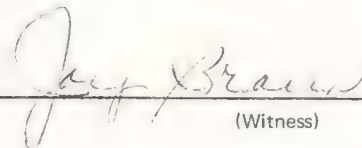
as Obligee, hereinafter called the Obligee, in the sum of **5% of the amount of the attached**

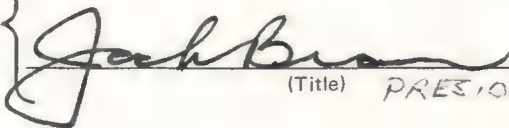
bid - - - - - Dollars (\$ - - - - -),
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for **East Cook Road
Sanitary Sewer
Resolution #902-1986**

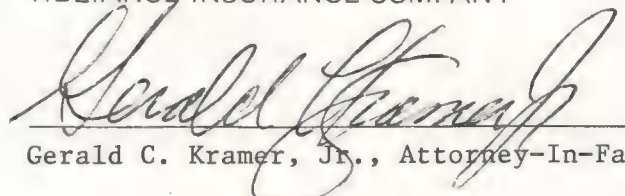
NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this **1st** day of **October** A.D. 1986


(Witness)

LAND EXCAVATING, INC.
(Principal) (Seal)

(Title) **PRESIDENT**

RELIANCE INSURANCE COMPANY


Gerald C. Kramer, Jr., Attorney-In-Fact

RELIANCE INSURANCE COMPANY

HEAD OFFICE, PHILADELPHIA, PENNSYLVANIA

LABOR AND MATERIAL PAYMENT BOND

The American Institute of Architects, AIA Document A311, February 1970 Edition.

THIS BOND IS ISSUED SIMULTANEOUSLY WITH PERFORMANCE BOND IN FAVOR OF THE OWNER CONDITIONED ON THE FULL AND FAITHFUL PERFORMANCE OF THE CONTRACT

KNOW ALL MEN BY THESE PRESENTS: that (Here insert full name and address or legal title of Contractor)

LAND EXCAVATING, INC.

P. O. Box 192

LaOtto, IN 46763

as Principal, hereinafter called Principal, and, RELIANCE INSURANCE COMPANY, a corporation of the State of Pennsylvania, with its Head Office at Philadelphia, Pennsylvania, as Surety, hereinafter called Surety, are held and firmly bound unto (Here insert full name and address or legal title of Owner)

CITY OF FORT WAYNE

BOARD OF PUBLIC WORKS & SAFETY

City-County Building, Fort Wayne, IN 46802

as Obligee, hereinafter called Owner, for the use and benefit of claimants as hereinbelow defined, in the amount of Twenty-one

Thousand, two hundred thirty-four and 40/100----- Dollars (\$ 21,234.40),

for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated October 14, 19 86, entered into a contract with Owner for East Cook Road Sanitary Sewer, Resolution #902-1986

in accordance with Drawings and Specifications prepared by (Here insert full name and address or legal title of Architect)

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the Principal or with a Subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.

2. The above named Principal and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expenses of any such suit.

RELIANCE INSURANCE COMPANY

HEAD OFFICE, PHILADELPHIA, PENNSYLVANIA

PERFORMANCE BOND

The American Institute of Architects, AIA Document A311, February 1970 Edition.

KNOW ALL MEN BY THESE PRESENTS: that (Here insert full name and address or legal title of Contractor)

LAND EXCAVATING, INC.

P.O. Box 192

LaOtto, IN 46763

as Principal, hereinafter called Contractor, and, **RELIANCE INSURANCE COMPANY**, a corporation of the State of Pennsylvania, with its Head Office at Philadelphia, Pennsylvania, as Surety, hereinafter called Surety, are held and firmly bound unto (Here insert full name and address or legal title of Owner)

CITY OF FORT WAYNE

BOARD OF PUBLIC WORKS & SAFETY

City-County Building

Fort Wayne, IN 46802

as Oblige, hereinafter called Owner, in the amount of

Twenty-one Thousand, two hundred thirty-four and

40/100. Dollars (\$ 21,234.40), for the payment whereof Contractor

and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated October 14, 19 86, entered into a contract with Owner for East Cook Road Sanitary Sewer, Resolution #902-1986

in accordance with Drawings and Specifications prepared by (Here insert full name and address or legal title of Architect)

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly

1) Complete the Contract in accordance with its terms and conditions, or

2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the Owner elects, upon determination by the Owner and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as Work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

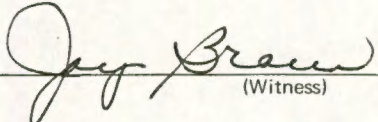
Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the contract falls due.

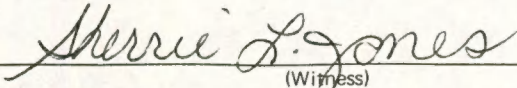
No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of Owner.

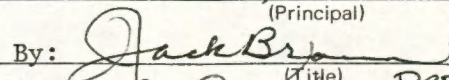
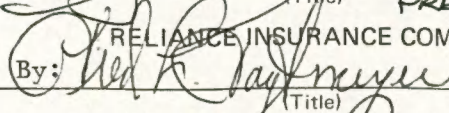
Signed and sealed this Fifteenth

day of October

19 86


 (Witness)


 (Witness)

LAND EXCAVATING, INC. (Seal)
 (Principal)
 By: 
 (Title) PRESIDENT
 RELIANCE INSURANCE COMPANY
 By: 
 (Title) Attorney-in-Fact

TITLE OF ORDINANCE Contract for Res. 903-1986 - "Preliminary", E. Cook Rd. San. Sewer
Extension - A.F. Smith Subdivision
DEPARTMENT REQUESTING ORDINANCE Board of Public Works & Safety 0-86-10-53
SYNOPSIS OF ORDINANCE The Contract for Res. 903-1986 - "Preliminary", E. Cook Rd.

Sanitary Sewer Extension - A.F. Smith Subdivision, is for sanitary sewer works for the following described area: Bounded on the North by the South right-of-way line of E. Cook Rd.; on the East by the East line of Lot "D" A.F. Smith's Subdivision; on the South by a line 200+ LF South of and parallel to the South right-of-way line of Cook Road; on the West by the East line of Springwood Addition. Main Line - Beginning at a proposed sanitary sewer manhole 30+ LF East and 10+ LF South of the intersection of the East line of lot "D" A.F. Smith's Subdivision and the South right-of-way line of Cook Road; thence West parallel with Cook Road 817+ LF to a sanitary sewer manhole. Said sewers shall be 8" in diameter. Land Excavating, Inc. is the Contractor.

EFFECT OF PASSAGE Improved sanitary sewer conditions at above location.

EFFECT OF NON-PASSAGE

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) \$21,234.40

ASSIGNED TO COMMITTEE

BILL NO. S-86-10-53

REPORT OF THE COMMITTEE ON CITY UTILITIES

WE, YOUR COMMITTEE ON CITY UTILITIES TO WHOM WAS

REFERRED AN (ORDINANCE) ~~(RESOLUTION)~~ approving Contract for

Res. 903-1986 - "Preliminary" East Cook Road Sanitary Sewer Extension

A. F. Smith Subdivision, between Land Excavating, Inc., and the

City of Fort Wayne, Indiana, in connection with the Board of

Public Works and Safety

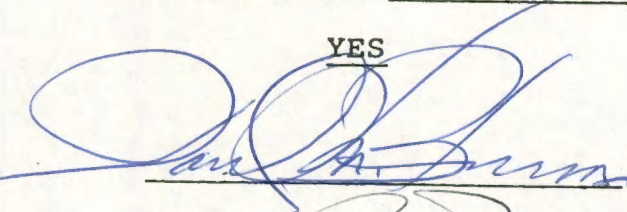
HAVE HAD SAID (ORDINANCE) ~~(RESOLUTION)~~ UNDER CONSIDERATION AND BEG

LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID (ORDINANCE)

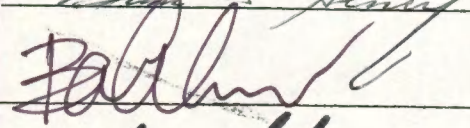
~~(RESOLUTION)~~

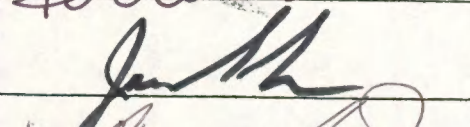
YES

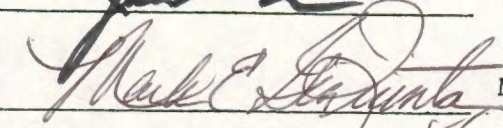
NO


PAUL M. BURNS
CHAIRMAN


THOMAS C. HENRY
VICE CHAIRMAN


BEN A. EISBART


JAMES S. STIER


MARK E. GiaQUINTA

CONCURRED IN 11-10-86

SANDRA E. KENNEDY
CITY CLERK